

STANDARD TRADING CONDITIONS

1. Definitions

- (a) "The Company" shall mean Bridger Jones Associates Limited. Registered in England No. 1786902.
- (b) "Customer" shall mean the client company or individual who requests services from the Company.
- (c) "Services" shall mean any services whatsoever, whether or not for reward, provided by the Company and including surveys, inspections and opinions.
- (d) "These terms and conditions" shall mean the terms and conditions herein.
- (e) "File" shall mean a File created by the Company arising from instructions by the Customer and to include all paper, electronic, audio and photographic records and copies thereof that relate to the File.
- (f) "Charges" shall mean the Charges raised by the Company (inclusive of disbursements, expenses, costs and any other sums whatsoever recoverable under these terms.)

2. Application

- (a) The Company shall provide all Services to the Customer subject to these terms and conditions. Any changes or additions to these terms and conditions must be agreed in writing between the Customer and a Director of the Company.
- (b) Unless amended in writing these terms and conditions shall prevail over any terms in the Customer's order.
- (c) If any provision of these terms and conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these terms and conditions and rendered ineffective as far as possible without modifying the remaining provisions of these terms and conditions and shall not in any way affect any other circumstances of or the validity of enforceability of these terms and conditions.

3. Parties

- (a) The Customer warrants that whether acting as an agent or not, whether disclosed or not, it has the authority to contract on the terms of these terms and conditions.
- (b) Where the Company receives instructions from two or more Customers or where a Customer is acting as an agent on behalf of two or more principals, then each Customer and/or principal shall be jointly and severally liable for the Company's charges.

BRIDGER JONES ASSOCIATES LIMITED

4. Services

- (a) The Company undertakes to provide the Services in a professional manner exercising reasonable skill and care.
- (b) Where the Company is instructed to assess a loss and/or adjust an insurance or other claim the Company shall use reasonable endeavours to advise on the extent and value of the loss and/or claim having reference to local market conditions, transport costs, existing sales agreements and other relevant circumstances. The Customer acknowledges that any advice proffered by the Company in respect of the value of any property of whatever nature whether real or personal represents a reasonable market value. The Company will not be held liable for market fluctuations or changes that alter a valuation.
- (c) Where the Company is instructed to inspect premises, conveyances, cargo, vehicles or any other property of any nature whatever whether real or personal for the purposes of assessing the insurance and/or security risk, the Customer acknowledges that: -
 - (i) The Company will not, unless the contrary is agreed in writing, damage, dismantle, sample or undermine the property. As such, the Company will not be in a position to assess the structural stability or construction quality.
 - (ii) Whilst the Company will make reasonable enquiries in respect of the property, the Company will rely upon the person on whom such enquiries are made to provide honest and accurate answers and is not responsible for the accuracy or veracity of information provided to the company.
- d) The Customer warrants that its instructions to the Company and any information provided by the Customer to the Company in connection with the performance of the Services are accurate and correct. The Customer agrees to indemnify the Company for any claims, expenses, indemnities, fines, penalties or other losses of whatever nature arising by reason of inaccurate or false information supplied by the Customer to the Company.
- (e) Where the Company is instructed to sell real or personal property or goods for any reason whatsoever, it is agreed that: -
 - (i) The Company shall use reasonable endeavours to obtain a reasonable market price for the property having consideration to the condition of the property, the market conditions at the time of sale, transport and insurance costs and other relevant circumstances.
 - (ii) The Company shall, in performing any sale, act as an agent of the property owner only or where the property has been legally abandoned in accordance with an insurance policy; as an agent of the insurance company. The Company shall, subject to Clause 8(1) herein, account to the party on whose behalf the sale is conducted for any sale and/or salvage proceeds after deduction of any Charges.
 - (iii) The Customer shall indemnify the Company for any costs, expenses, customs charges, claims, fines, penalties, indemnities or other losses of whatever nature arising from or in connection with any such sale.

- (f) For the purposes of these terms and conditions, a File shall be considered closed once payment of the Company's final invoice has been effected unless otherwise stated in writing. The Company shall, thereafter, retain any paper, documents or other media collected in accordance with that File for a period of three years. Unless otherwise agreed in writing, the Company shall be at liberty to destroy the papers after the end of the said three year period. Upon written instructions by the Customer the Company may return the file to the Customer (subject to Clause 8(1) below) or retain the papers for an additional agreed period, the Company reserves the right to charge the Customer a reasonable sum for the extended storage of the File.

5. Third Parties and Disclosure of Work

- (a) Any report, advice or other communication issued by the Company to the Customer is for use by the Customer only (or where acting as agent, the Customer's principal). Any such report, advice or other communication is not to be disclosed to any third party without the written authority of the Company.
- (b) It is hereby acknowledged that any report, advice or any other communication has been prepared for use only by the Customer. The Company accepts no duty of care to any third party who may rely on any report, advice or communication by the Company.
- (c) The Customer hereby agrees to indemnify the Company for any costs, expenses, claims, fines, penalties, indemnities or any other losses of whatever nature suffered by the Company arising from or caused by the disclosure by the Customer of any report, advice or other communication to any third party.

6. Use of Consultants, Agents or Contractors

The Company shall be at liberty to use the services of agents, independent contractors and/or consultants to perform the Services under these terms and conditions. Unless otherwise agreed in writing, the Customer authorises the Company to contract such agents, independent contractors and/or consultants subject to the trading conditions of the parties with whom such contracts are made.

7. Limitation of Liability

- (a) Except in the case of death or personal injury caused by the Company's negligence, the Company's liability howsoever arising under or in connection with these terms and conditions, whether in contract, tort, negligence, breach of statutory duty or otherwise, shall not exceed
- (i) a sum equivalent to two times the Charges
- (ii) £50,000
- whichever shall be the least.

BRIDGER JONES ASSOCIATES LIMITED

- (b) The Company shall under no circumstances whatsoever be liable to the Customer whether in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the Customer of an indirect or consequential nature including, without limitation, any economic loss or any other loss of turnover, profits, business, market share or goodwill.
- (c) A Director of the Company and the Customer may agree in writing for the Company to accept a limit of liability in excess of that in Clause 7(a) above upon the Customer agreeing to pay the Company's additional charges for accepting such an increase in liability. Details of such charges are available from the Company upon request.
- (d) The Company shall in any event be discharged of all liability whatsoever, howsoever arising, in respect of any service provided for the Customer or which the Company has undertaken to provide unless suit be brought and written notice thereof given to the Company within two years from the date of the act or omission alleged to give rise to the cause of action against the Company.
- (e) Neither party shall be liable for any failure or delay in performance of these terms and conditions which are caused by circumstances beyond the reasonable control of that party.

8. Charges

- (a) Unless otherwise agreed in writing, the Customer shall pay the Company on demand for the Services in accordance with the Company's standard tariffs. Details of the Company's standard tariffs are available on request.
- (b) In addition to the Charges set out in Clause 8(a) above, the Company shall charge the Customer, and the Customer shall pay, for any reasonable or necessary disbursements and/or other costs or expenses incurred by the Company in the performance of the Services.
- (c) Where appropriate the Company shall, in addition to the Charges, add VAT or other applicable tax to the Charges.
- (d) The Charges will be paid in full by the Customer in cash or as otherwise agreed without set-off or deduction.
- (e) Payment of the Charges shall be due within 21 days of the date of the Company's invoice.
- (f) If any sum payable under these terms and conditions shall not be paid when due, the Customer shall pay to the Company interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 at a rate of 2% per month compounded above the prevailing rate of the London Clearing Banks.
- (g) The Customer remains liable for the Charges until discharged in full even if the Customer requests that the Company raises the Charges for payment by a third party.
- (h) The Company may request, and the Customer shall pay, a sum of money on account of costs and disbursements incurred during the performance of services. Such monies on account as are paid by the Customer under this Clause shall be set against any invoices raised by the Company. In the event that such monies paid on account exceed the invoices raised by the Company, the Company shall account to the Customer for the excess.

BRIDGER JONES ASSOCIATES LIMITED

- (i) The Company shall have a general lien over any papers, documents, goods, or money held by the Company for all claims against and Charges owing by the Customer to the Company.

9. Dispute Resolution

If any dispute arises out of or in connection with these terms and conditions, the parties will attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. Failing mediation, any dispute will be settled by Arbitration in accordance with the small claims process of the London Maritime Arbitrators Association (LMAA)

10. Governing Law

These terms and conditions are governed by English law and the parties agree that all disputes arising under or in connection with it and any and all disputes arising from or in connection with its negotiation, its validity or its enforceability or otherwise howsoever shall be exclusively governed by and determined in accordance with English law.

11. Jurisdiction

Subject to Clause 9 above the Parties hereby agree that the Courts of England and Wales shall have exclusive jurisdiction in respect of any dispute, suit, action or proceedings which may arise out of or in connection with these terms and conditions.

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